

AGREEMENT

THIS AGREEMENT dated this 16th day of October, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and MGT of America, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to perform an Anecdotal, Legal, and Programmatic Review based upon the 2003 Factual Predicate Study and relative to the Minority/Woman Business Enterprise Program in accordance with the Scope of Services attached as Attachment A and the Project Time Line in Attachment B. Both Attachments A and B attached hereto are incorporated and made a part of this agreement.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

3. TIME

The work to be performed under this contract shall be commenced upon receipt of the Notice to Proceed. All work to be performed under this Contract shall be completed within 120 consecutive calendar days of the Notice to Proceed, or in any case, not later than March 1, 2004. Excluded from this time frame is any time required for presentation to or workshop with the Board of County Commissioners.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County a total sum of \$60,000 upon completion and submission of the completed Final Report of findings and recommendations.

5. PAYMENTS

The County will make monthly progress payments within thirty (30) days of submission and approval of invoice for services. Each invoice should properly and adequately detail the progress and work being invoiced.

The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this agreement.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

- A. Contractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit plans; from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the following amounts; \$100,000 per person; \$200,000 per accident; and \$100,000 property damage.
- B. Contractor shall furnish the County with Certificates of Insurance and with original endorsements effecting the coverage required for this bid naming the County as an additional insured. The certificates are to be signed by an a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County prior to the commencement of the work. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- C. Each Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- D. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENT

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

11. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the

Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

12. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

13. REVISIONS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

14. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

**Agreement Between Leon County And Mgt Of America, Inc.
Conduct Of Phase II Of Disparity Study Relative to the Minority/Woman-Owned Business
Enterprise Program**

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
identification. (type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

DATE: _____

ATTEST:

Dave Lang, Clerk of Circuit Court

By: _____

Approved as to Form:

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

ATTACHMENT A

LEON COUNTY BOARD OF COUNTY COMMISSIONERS ANECDOTAL, LEGAL AND PROGRAMMATIC REVIEW WORK PLAN

TASK 1.0: FINALIZE WORK PLAN

Objective:

- Establish a final, mutually acceptable work plan, reporting formats and schedules, project deliverables, and relationships.

Activities:

- 1.1 Meet with the Project Officer to initiate the project and establish working relationships.
- 1.2 Work with the Project Officer to review and adjust, as appropriate, our proposed study time period, work plan, methodology, time schedules, reporting formats, and project deliverables.
- 1.3 Identify managers who are responsible for contracting and purchasing administration and record retention.
- 1.4 Interview the identified managers concerning contracting and purchasing procedures, policies, building permits, business tax licenses, and record keeping.
- 1.5 Select and analyze a sample of contracts and purchase orders, current and past procurement categories established by the County and vendor files to identify types of contracts and purchase orders, geographic market area, minority categories, and types of vendors. Prepare a draft procurement categorical structure with definitions.
- 1.6 Review existing definitions of minority categories. Prepare a draft list of definitions to be used for the study. Review draft data parameters with Project Officer. Make appropriate changes to the parameters. Submit recommended data parameters to the Project Manager for approval.
- 1.7 Develop recommended changes to the work plan based upon the availability of information from the above files.

Deliverable:

- Revised work plan

TASK 2.0: UPDATE REVIEW OF POLICIES, PROCEDURES, AND PROGRAMS

Objective:

- Identify and analyze new or revised County statutes, regulations, policies, procedures, practices, and programs during the relevant time period of the study.

Activities:

- 2.1 Review contracting and purchasing manuals currently in use. Discuss with managers the changes that contracting and purchasing policies have undergone during the relevant time frame and the effects on each County MBE/WBE program. Include such requirements as licenses, insurance, and bonding.
- 2.2 Review County statutes, regulations, resolutions, and policies that guide the MBE/WBE programs and race- and gender-neutral programs. Discuss the operations, policies, and procedures of the MBE/WBE programs with appropriate County personnel and MBE/WBE owners. Discuss the changes over time of the MBE/WBE programs.
- 2.3 Interview key County contracting and purchasing officials and staff to determine how contracting and purchasing policies have been implemented over time.
- 2.4 Interview MBE/WBE and non-MBE/WBE owners to determine if barriers exist within County contracting and purchasing procedures and programs.
- 2.5 Summarize the salient points of contracting and purchasing procedures as they affect the utilization of MBE/WBEs.
- 2.6 Analyze relevant documents to determine the effectiveness of each of the County's programs.
- 2.7 Summarize the salient points of the County's MBE/WBE programs and race- and gender-neutral programs as they affect the utilization of MBE/WBEs.
- 2.8 Prepare a draft report that will analyze the effectiveness of the County's MBE/WBE programs in comparison to other MBE/WBE programs available in the relevant market area.
- 2.9 Review draft report with the County's Project Officer and make appropriate revisions.
- 2.10 Submit final report of analyses of race- and gender-based and race- and gender-neutral programs.

Deliverables:

- Written analyses of the County's purchasing and contracting policies, procedures, and practices as they impact MBE/WBEs
- An analysis of the effectiveness of the County's race- and gender-based programs

TASK 3.0: CONDUCT TELEPHONE SURVEYS OF VENDORS

Objectives:

- Obtain business and demographic information from available vendors by MBE/WBE and non-MBE/WBE groups and each procurement category.
- Obtain data concerning MBE/WBE and non-MBE/WBE access to credit and capital needed to do business with the County.

Activities:

- 3.1 Design survey questionnaire. The surveys will include questions on the following subjects:
 - utilization in the private and public sectors;
 - type of services provided;
 - capability and capacity limitations;
 - financing, insurance, and bonding;
 - size of firm;
 - subcontracting;
 - business growth;
 - ownership structure;
 - race/ethnicity and gender of owner(s);
 - business foundation method;
 - private business experiences;
 - licenses held; and
 - annual revenue by source categories.
- 3.2 Review questionnaire with the Project Officer and make appropriate revisions.
- 3.3 Draw a stratified random sample of firms from the availability database.
- 3.4 Conduct pretest survey questionnaire with a small sample of firms. Revise questionnaire as required.
- 3.5 Conduct telephone survey.
- 3.6 Produce final edited questionnaire response data file.
- 3.7 Utilize a phone-based verification of the respondents and nonrespondents to estimate the presence of response bias.

- 3.8 Analyze responses by race/ethnic/gender group, procurement category, firm size, and other variables. Use cross-tabs to analyze differing responses according to demographic characteristics.
- 3.9 Produce report of findings from telephone survey.

Deliverables:

- A report describing the survey of a statistically reliable sample of available contractors, subcontractors, and vendors
- A report describing statistical analysis of data concerning MBE/WBE and non-MBE/WBE access to credit and capital needed to do business with the County

Milestones:

- Design surveys
- Conduct surveys
- Analyze surveys

TASK 4.0: CONDUCT MULTIVARIATE ANALYSIS**Objectives:**

- Conduct an econometric analysis to determine the relationships between ethnic/gender and nonethnic/gender factors in explaining the levels of disparity among firms by MBE/WBE category and the impact of race/gender on firm capacity.
- Conduct econometric analyses to examine the relationships between nonethnic/gender and MBE/WBE firms that are doing business in the private sector.

Activities:

- 4.1 Review data from the survey as outlined in Task 3.0 of MBE/WBE and non-MBE/WBE firms ready, willing, and able to do business with the County.
- 4.2 Identify model(s) to be tested through multivariate and Logit regression and other econometric techniques.
- 4.3 Perform diagnostic tests for Multicollinearity, Heteroscedasticity, and Autocorrelation for the various models. In addition, statistics for model goodness of fit (including F statistic for the linear regression and Wald statistic for nonlinear regression) and levels of significance for all variables will be reported.
- 4.4 Conduct preliminary regression runs.

- 4.5 Compare various models and iterations of each to identify those of "best statistical fit."
- 4.6 Identify final models for inclusion in report.
- 4.7 Identify and document sources of all data included in the regression analyses.
- 4.8 Describe the methods and procedures used to sample and collect all original data.
- 4.9 Illustrate the regression models under investigation, including data elements dependent and independent, as well as constant.
- 4.10 Conduct Blinder-Oaxaca decomposition analysis.
- 4.11 Describe the degree to which the data set met assumptions associated with each statistical technique.
- 4.12 Describe the implications of the results on MBE/WBE program and its participants.
- 4.13 Present the findings to the County Project Officer.

Deliverable:

- A report of the findings and outcomes of the econometric analysis in terms of the contribution that each independent or explanatory variable in the model makes towards explaining differences or variation in the dependent variable

Milestone:

- Statistical analyses of disparities

TASK 5.0: COLLECT AND ANALYZE ANECDOTAL INFORMATION**Objectives:**

- Identify, analyze, and document any recent historical evidence of discriminatory factors that have affected the ability of MBE/WBE firms to enter and prosper in the relevant market area. Include an analysis of judicial and administrative data regarding allegations of disparate treatment of contractors, distributors, consultants, and vendors.
- Determine through personal interviews and case studies, and to what extent, evidence exists that the County or their contractors engaged in discriminatory patterns or practices.
- Document all evidence or lack of evidence found.

Activities:

- 5.1 Interview key County and private sector representatives to identify sources of historical evidence.
- 5.2 Obtain and review copies of all identified studies, hearings, correspondence, and other information.
- 5.3 Summarize historical evidence of recent discriminatory barriers or constraints in the market area.
- 5.4 Select an adequate random sample of contractors and vendors to be interviewed from the vendor master database file (75 total interviews).
- 5.5 Develop a draft interview guide. The interview guide is to be carefully structured to eliminate, to the extent possible, any biases in the questions.
- 5.6 Review random sample and draft interview guide with the Project Officer and make appropriate revisions.
- 5.7 Schedule interviews by telephone. Confirm interview appointments by letter and/or telephone.
- 5.8 Conduct interviews.
- 5.9 Analyze interview results.
- 5.10 Analyze judicial and administrative data in regards to discrimination allegations against contractors, distributors, trade unions, consultants, vendors, and the extent of, and reasons for, utilization levels. Review other studies and findings of governmental agencies and commissions on discrimination in the metropolitan area.
- 5.11 Summarize the anecdotal information on discrimination regarding public contracting and purchasing gathered from historical documents and personal interviews.

Deliverables:

- Report that identifies, from personal interviews, evidence (or lack thereof) of discriminatory patterns or practices by the County or its contractors
- Report that provides as specific information as possible about alleged discriminatory practices of third parties (trade associations, trade unions, lenders, bonding companies, insurers, and suppliers)

TASK 6.0: CONDUCT THE CAPACITY ANALYSIS**Objectives:**

- Create and issue a survey instrument to gauge capacity that will be reviewed and approved by the County prior to being mailed to vendors. The surveys will address business capacity, financing, bonding, insurance, and other variables necessary to evaluate firm's access to the credit and capital needed to do business with the County.
- Perform preliminary analysis on the survey and any secondary sources of capacity data and compute the capacity index for all firms.
- Analyze the capacity index results and summarize the capacity findings for each group.

Activities:

- 6.1 Enter corresponding data from surveys in Task 3.0 into a database.
- 6.2 Perform preliminary analysis on the survey and any secondary sources of capacity data.
- 6.3 Compute the capacity index for all vendors.
- 6.4 Analyze the capacity index results.
- 6.5 Summarize the capacity findings for each group. The analysis will be stratified by ethnicity and work category.
- 6.6 If firms are present in the vendor database that do not possess the necessary level of capacity, an adjusted availability will be calculated.
- 6.7 Recalculate current program goals.

Deliverables:

- Report describing the survey methodology and results of the capacity analysis

TASK 7.0: IDENTIFY NARROWLY TAILORED RACE- AND GENDER-NEUTRAL AND RACE- AND GENDER-BASED REMEDIES**Objectives:**

- Identify race- and gender-related remedies to ameliorate identified disparities.
- Identify specific statistically significant disparities for which race- or gender-neutral remedies will not correct in a time-limited environment.

- Identify narrowly tailored race- and gender-based remedies needed to correct patterns or practices that race- and gender-neutral remedies will not correct.

Activities:

- 7.1 Utilizing the results of the analyses, identify problem areas, if any, where race- and gender-neutral remedies will not correct the problem.
- 7.2 For each problem area (or groups of areas) identify narrowly tailored race- and gender-based remedies.
- 7.3 Develop alternative solutions and recommendations for the County to consider for modifying its current MBE/WBE program efforts to ensure constitutionality and effectiveness. Examine program structure, goal setting, outreach, monitoring, and reporting.
- 7.4 Develop methods for the County to monitor variations in the availability and utilization of MBE/WBEs over time.
- 7.5 Prepare draft report on recommendations. The draft report will include specific goal setting methodology for both annual overall goals and a project-by-project basis.
- 7.6 Review draft report on recommendations with the Project Officer and make appropriate revisions.
- 7.7 Submit final report on recommendations.

Deliverables:

- Report identifying race- and gender-neutral remedies to ameliorate disparities, if any
- Report identifying problem areas, if any, that race- and gender-neutral remedies will not correct and that identifies needed narrowly tailored race- and gender-based remedies
- Report identifying problem areas, if any, in which race- and gender-specific remedies may be subject to legal challenge and which identify narrowly tailored alternatives
- Report developing goal setting methodology for the County on a contract-by-contract basis

TASK 8.0: PREPARE FINAL REPORT

Objectives:

- Prepare a final report that incorporates the findings, conclusions, and recommendations from all project work tasks into a single, comprehensive report and an executive summary.
- Meet with County management representatives to answer questions regarding the findings and analyses of the disparity study.
- Prepare an oral presentation outlining the study and its findings.

Activities:

- 8.1 Combine all project reports and analyses into draft written report.
- 8.2 Submit 10 copies of the draft report to the Project Officer for review. Meet with the Project Officer and other managers to answer questions regarding the findings and analyses of the study, if necessary.
- 8.3 After review by the Project Officer, make appropriate changes and prepare final written report within 15 days of the Project Officer's approval of the draft study.
- 8.4 Submit one camera-ready copy and 10 copies of the final report.
- 8.5 Deliver copies of all computer-based databases developed in the course of the study. The databases can be used for further analysis and updating by the County.
- 8.6 Conduct two oral presentations or workshops, within two months of the completion of the study, to the County (upon reasonable notice by the County).

Deliverables:

- A comprehensive final report that incorporates the results of all project work tasks into a well-organized, written report
- Copies of computerized databases developed during the study
- Two oral presentations or workshops of the report and its findings to, or on behalf of, the County

ATTACHMENT B

LEON COUNTY BOARD OF COUNTY COMMISSIONERS PROJECT TIME LINE

Task Number and Description		Nov-03	Dec-03	Jan-04	Feb-04
Task 1.0:	Finalize Work Plan	■			
Task 2.0:	Update Review Policies, Procedures, and Programs	■	■		
Task 3.0:	Conduct Telephone Surveys of Vendors	■	■	■	
Task 4.0:	Conduct Multivariate Analysis		■	■	
Task 5.0:	Collect and Analyze Anecdotal Information		■	■	
Task 6.0:	Conduct the Capacity Analysis			■	■
Task 7.0:	Identify Narrowly Tailored Remedies			■	■
Task 8.0:	Prepare Final Report			■	■